

8. VBI,

9. Full Time; Single Channel. Affiliate will distribute the Service to its Service subscribers so that it is viewed full time, on a single designated channel, in full screen and in its entirety, without interruption, alteration (including activation or facilitation of any overlay, squeeze-back or other juxtaposition of audio, textual or video material of any kind), editing or delay;

10. Internet Distribution.

11. Force Majeure. Affiliate will not be liable to Network for Affiliate's failure to distribute the Service to Service Subscribers pursuant to this Agreement, and Network will not be liable to Affiliate for Network's failure to provide the Service (or portion thereof) to Affiliate pursuant to this Agreement, if such failure is due to any cause, except financial inability, beyond either Network's or Affiliate's reasonable control (including any act of God, act of the public enemy, governmental prohibition or restraint, force of nature, military action, civil disturbance, strike, equipment failure, satellite failure or preemption, damage to or restriction on use of stadiums or their broadcasting facilities) (each a "Force Majeure").

12. Restriction on Content of Service. Notwithstanding anything to the contrary in this Agreement or any other document, in no event shall the Service contain content

13. **Marketing.** Network hereby licenses to Affiliate and Affiliate shall have the right to use Network Marks (as defined below) to promote the Service and the DBS System. Additionally, Affiliate shall have the right to provide Network's Marks to its third party retail distribution network as well as third parties who are selling the Service by or through Affiliate (including by way of example but not limitation, subdistributors, and co-branding partners). Affiliate acknowledges that the name of the Service and associated marks and any other of Network's names, trade names, service marks, trademarks and/or logos (including, without limitation, the names of certain programs that appear in the Service and any subsequently selected names or marks for the Service) (collectively, the "Network Marks") are the exclusive property of Network and its suppliers and that Affiliate has not and will not acquire any proprietary rights therein other than as set out in this Agreement. Affiliate will take reasonable steps to protect Network's interest in each Network Mark by attaching appropriate trademark designations and notices in accordance with Network's policies as provided to Affiliate from time to time. Except as provided herein, Affiliate shall at no time adopt or use, without Network's prior written consent, any variation of Network Marks, or any work or mark likely to be similar to or confused therewith. Any and all goodwill arising from Affiliate's use of the Network Marks shall inure solely to the benefit of Network. Affiliate shall submit to Network for approval any of Affiliate's promotional materials mentioning or using the Network Marks (other than materials provided by Network to Affiliate, if any) which approval shall not be unreasonably withheld. If Network fails to approve such promotional materials within _____ days of delivery by Affiliate, then Network shall be deemed to have approved the submitted materials. Network may withdraw consent to Affiliate's use of any or all Network Marks immediately upon breach by Affiliate of any term or condition of this Agreement or if Network, in its sole discretion, deems such termination necessary or advisable. Uses of the Network Marks in routine promotional materials such as program guides, program listings and bill stuffers, once approved by Network, shall be deemed approved for all subsequent uses until Network specifically notifies Affiliate to the contrary and Affiliate, using all commercially reasonable efforts, is able to halt such materials.

14. **Assignment.** This Agreement is binding upon each party's assigns, transferees and successors; provided that, no party may assign or otherwise transfer, by operation of law or otherwise, this Agreement in whole or in part without the other party's prior written consent.

15. **Confidentiality and Press Releases.** Network and Affiliate will keep the existence and terms of this Agreement, along with all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other party's personnel or files, strictly confidential, and will not disclose the existence or substance of such terms to any third party or any of their respective employees who do not have a need to know without the prior written consent of the other party, except to the extent necessary in the following situations (and with the earliest possible prior written notice to the other party): (a) to

comply with governmental rule, regulation or law or with a valid court order or with a request for information from a regulatory or congressional committee, in each case with confidential treatment requested and redaction of information disclosed to the greatest extent possible; (b) to comply with its normal reporting or review procedure of its parent company or other owners, or its auditors or its attorneys; (c) to enforce its rights or perform its obligations under this Agreement; (d) to its lenders that are financial institutions, with confidential treatment required; (e) to prospective purchasers of a material portion of its assets or beneficial ownership interests, with confidential treatment required; and (f) for disclosures made under any assignment or transfer permitted by this Agreement, with confidential treatment required. Notwithstanding the foregoing, Network or Affiliate may release press statements regarding carriage of the Service by Affiliate only with the other party's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned). For clarity, during the Term, neither party shall issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party, which shall not unreasonably be withheld, delayed or conditioned. When the term "confidential treatment required" is used herein, the parties agree and acknowledge that, except where disclosure is compelled by a court or other regulatory entity of competent jurisdiction, such treatment shall require the advance notification of the non-producing party and the producing party shall cooperate to provide the non-producing party with the opportunity to provide comments to the proposed protective order in advance of any such production (such approval not to be unreasonably withheld, delayed or conditioned).

16. Representations and Warranties. Each of Network and Affiliate represents and warrants that: (a) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder, and (b) it is, and throughout the Term will be, in compliance with all applicable laws and regulations relating to its ability to perform its obligations under this Agreement, with which the failure to comply would result in a material adverse effect. Additionally, and without limiting the generality of the foregoing Network represents and warrants that

it is, and throughout the Term will be, in compliance with all applicable laws and regulations relating to the Service, with which the failure to comply would result in a material adverse effect on Affiliate and (3) no third party has, or to the best knowledge of Network no third party has claimed, any rights which would be inconsistent with the rights granted to Affiliate hereunder.

17. Indemnification.

18. Termination. In addition to any other rights applicable under this Agreement or at law or in equity, either party may terminate this Agreement in its entirety on written notice if:

19. Entire Agreement. This Agreement constitutes the entire understanding between Network and Affiliate concerning the distribution of the Service by Affiliate. Each party acknowledges that it is not entering into this Agreement in reliance upon any term, condition, representation or warranty not stated in this Agreement. This Agreement supersedes any and all other prior and contemporaneous agreements, whether oral or written, pertaining to the distribution of the Service by Affiliate.

20. Severability. If any provision of this Agreement is deemed unenforceable for any reason, such provision will be modified or severed from this Agreement to the extent necessary to make such provision enforceable unless the remaining provisions would be rendered inadequate to accomplish the basic purposes and intent of the parties. Neither the unenforceability of such provision nor the modification or severance of such provision will affect the enforceability of any other provision of this Agreement.

21. Notice. Any notice or report given under this Agreement will be in writing and will be sent by registered or certified mail (postage prepaid and return receipt requested), by hand or

messenger delivery, by overnight delivery service, by facsimile with receipt confirmed, to the other party at its contact information set forth below (or such other contact information designated by such party in writing). Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any party in a manner which does not comply with this Section, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other party.

If to Affiliate:

EchoStar Satellite L.L.C.
9601 S. Meridian Boulevard
Englewood, CO, 80112
Attn: Senior Vice President, Programming
cc: Vice President, Programming
Fax: (303) 723-1520

With a copy to:

(same)
Attention: General Counsel
Fax: (303) 723-1999

If to Network:

Fox Cable Networks Group
10201 West Pico Boulevard, Bldg. 103
Los Angeles, California 90035
Attention: Affiliate Sales and Marketing,
SVP Affiliate Relations
Facsimile: 310-969-2620

With a copy to:

(same)
Attention: Business and Legal Affairs,
SVP Affiliation Matters
Facsimile: 310-969-5678

22. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WITH THE EXCEPTION OF EACH PARTY'S DUTIES WITH RESPECT TO CONFIDENTIALITY AND INDEMNIFICATION, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER.

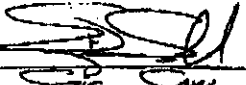
23. Miscellaneous. This Agreement and the license granted by Network to Affiliate under this Agreement are limited by, and subject to, League Restrictions. This Agreement shall be governed by and construed in accordance with the laws of the State of ~~California~~ applicable to contracts made and fully performed therein, except to the extent that the parties' respective rights and

obligations are subject to mandatory local, State and Federal laws or regulations. Any provision of this Agreement which logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. Except as otherwise expressly provided, all rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy which such party may have at law or in equity.

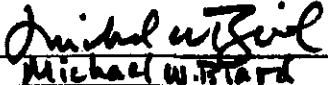
24. Execution. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same agreement. Signatures to this Agreement may be delivered by facsimile and will be binding upon the parties.

This Agreement for EchoStar Affiliation is duly executed by each party as of the Effective Date.

ECHOSTAR SATELLITE L.L.C. 

By: 
Name: ERIC SAM
Title: SVP

SPEED CHANNEL, INC.

By: 
Name: Michael W. Isard
Title: SVP

FULLY EXECUTED

MASTER PAY-PER-VIEW EVENT LICENSE AGREEMENT

This Master Pay-Per-View Event License Agreement (this "Agreement") is entered into by and between FOX CABLE NETWORKS SERVICES, LLC ("Fox") and ECHOSTAR SATELLITE L.L.C. ("Licensee") as of September 2, 2005 (the "Effective Date").

In consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** The following terms, when used with initial capital letters, will have the following meanings, applicable to both the singular and the plural as the context requires. The word "including" and its derivatives are used in an illustrative sense and not in a limiting sense.
 - a. "Commercial Subscriber": Each Event Subscriber that receives an Event for exhibition in any commercial establishment (including any arena, bar, club, tavern, restaurant, transportation terminal, store or office).
 - b. "Event": shall have the meaning set forth in Section 3 of this Agreement.
 - c. "Event Subscriber": Each person, entity and location, whether residential, commercial or otherwise that receives an Event from Licensee, including each unit in any multi-unit complex (e.g., hotels, dormitories, hospitals, nursing home, prisons, apartment buildings and condominium complexes), each establishment for eating, drinking or entertainment (e.g., bars, taverns and restaurants), and each office or business location.
 - d. "Pay-Per-View": The distribution of video programming material for reception by subscribers who have agreed to pay a fee to receive and view an Event.
 - e. "Residential Subscriber": Each Event Subscriber that is not a Commercial Subscriber.
 - f. "Territory": The United States of America, which consists of the contiguous 48 states, Alaska, Hawaii and the District of Columbia.
2. **TERM.** The term ("Term") of this Agreement commences on the Effective Date and ends unless terminated in accordance with the terms of this Agreement.
3. **EVENTS.** From time to time throughout the Term, the parties may execute event authorization forms (each, an "Event Authorization Form") in a form substantially similar to that attached hereto as Exhibit A. Each Event Authorization Form shall identify a specific NCAA football game (an "Event") and shall set forth (i) the

time of the telecast of such Event, (ii) the suggested retail prices for Residential Subscribers and Commercial Subscribers, and (iii) any applicable restrictions with respect to the distribution of such Event. Upon execution by each party, each Event Authorization Form shall be incorporated into this Agreement.

4. GRANT OF RIGHTS.

- a. Distribution. Fox hereby grants to Licensee the non-exclusive right to distribute and exhibit, solely on a Pay-Per-View basis, each Event to Event Subscribers in the Territory via Licensee's direct broadcast satellite distribution platform. Licensee shall have no right to replay any Event after its initial telecast. Licensee shall have no right to exhibit, distribute or authorize reception of any Event via any computer or Internet technology (e.g., file sharing, permanent storage via removable media, IPTV or video streaming).
- b. Promotion. Fox hereby grants Licensee the non-exclusive right to advertise, promote, publicize and market each Event within the Territory solely in connection with the distribution and exhibition of such Event by Licensee in accordance with the terms of this Agreement.
- c. Use of Event Footage. This Agreement does not grant Licensee the right to, and Licensee shall not, provide any Event footage to the offices or facilities of any radio or television station or programming service or network (e.g., a cable television programming network or Internet programming or information service).
- e. Reservation of Rights. No licenses or rights are granted by Fox except as expressly set forth in this Agreement and all rights not expressly granted in this Agreement are reserved by Fox.

5. DELIVERY OF SIGNAL.

- a. Initial Delivery by Fox. Fox shall be solely responsible for the delivery of a broadcast quality video and audio signal of the telecast of each Event in its entirety to Licensee at such facility within the continental United States as Licensee may designate in writing reasonably in advance of such Event. The Event shall be delivered by Fox via a communications satellite typically used for distribution of such programming.

- b. Transmission by Licensee. Licensee shall be solely responsible for the transmission and distribution of each Event it distributes to Event Subscribers hereunder. Licensee shall maintain transmission quality for each Event that it distributes at least equivalent to the transmission quality of other programming carried by Licensee. Licensee shall distribute each of those Events that it elects to distribute without alteration or delay.

6. LICENSE FEE.

- a. Amount. For each Event Subscriber for each Event, Licensee shall pay to Fox a license fee (the "License Fee") in an amount equal to

- b. Payment and Reporting. All revenues owed by Licensee pursuant to this Agreement will be calculated on a monthly basis, and Licensee will provide to Fox within following the end of each calendar month during the Term a report (in a form and substance reasonably acceptable to Fox) setting forth the amounts due to Fox with respect to the prior month as well as all information necessary to show the calculation of such amounts, including without limitation data related to any credits and/or refunds issued by Licensee in accordance with Section 6(a) above. Such amounts due will be paid by Licensee simultaneous with the provision of each report to Fox. All payments due to Fox hereunder shall be paid by Licensee and delivered to Fox's address set forth on the signature page to this Agreement. Licensee shall not possess any right of set off or adjustment with respect to any such payment concerning any dispute arising under this Agreement or any other claim or liability which Licensee may assert against Fox for any reason.

7. **REPRESENTATIONS AND WARRANTIES.**

- a. **By Fox.** Fox hereby represents and warrants to Licensee that Fox: (i) has the power and authority to enter into and perform its obligations according to the terms of this Agreement; (ii) has no restrictions that would impair its ability to perform its obligations and grant all rights contemplated by this Agreement; (iii) has not and will not enter into any agreement that is inconsistent with its obligations hereunder; and (iv)
- b. **By Licensee.** Licensee hereby represent and warrants to Fox that Licensee: (i) has the power and authority to enter into and perform its obligations according to the terms of this Agreement; (ii) has no restrictions that would impair its ability to perform its obligations contemplated by this Agreement; and (iii) has not and will not enter into any agreement that is inconsistent with its obligations hereunder.

8. **INDEMNIFICATION.**

10. **CONFIDENTIALITY.** No party may disclose to any third party (other than each party's respective officers, directors and employees, in their capacities as such, and their respective auditors and attorneys) any information relating to this Agreement, except to the extent necessary in the following situations: (a) to comply with governmental rule, regulation or law (including disclosures required by local franchise authorities) or with a valid court order, in which event the disclosing party will request confidential treatment of, and redact to the greatest extent possible, the information disclosed; (b) to comply with its normal reporting or review procedure of its parent company or other owners, or its auditors or its attorneys; (c) to enforce its rights or perform its obligations under this Agreement; (d) to its lenders that are financial institutions, in which event the disclosing party will require confidential treatment of the information disclosed; and (e) for disclosures made under any assignment permitted by this Agreement, in which event the disclosing party will require confidential treatment of the information disclosed. The disclosing party is responsible to the other party for any breach of this Section by any of its owners, officers, directors, employees, auditors, attorneys, lenders or assignees. This Section 10 will survive the termination or expiration of this Agreement.
11. **MISCELLANEOUS.**
- a. **Notice.** Any notice or report given under this Agreement must be in writing (unless otherwise expressly provided) and must be sent registered or certified mail, postage prepaid, return receipt requested, or by hand or messenger delivery, or by overnight delivery service, or by facsimile with receipt confirmed (and duplicate copy sent via one of the other methods described above), to the other party at its contact information set forth on the signature page to this Agreement (or such other contact information designated by such party in accordance with this Section). Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any party in a manner which does not comply with this Section 11(a), such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other party.
- b. **Force Majeure.** Neither party will be liable for any failure to perform its obligations under this Agreement (other than any obligation to pay money due

and owing prior to a Force Majeure Event) to the extent such failure is caused by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" means any labor dispute, strike, lockout, work stoppage, act of God, fire, storm, flood or other natural catastrophe, national emergency, public disaster, casualty, war, riot, governmental action, regulation or inaction, the failure of an unaffiliated party to perform, malfunction or destruction of machinery or equipment or any other cause beyond the reasonable control of the party that is obligated to perform.

- c. Assignment. This Agreement is binding upon each party's assigns, transferees and successors; provided that, no party may assign or otherwise transfer, by operation of law or otherwise, this Agreement in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the prior sentence, either party may assign this Agreement without the other party's consent to (i) any successor in a consolidation, merger or acquisition (provided that, the assignee acquires all or substantially all of the assets, equity or beneficial interests of the assigning party), (ii) an entity under common control with, controlled by or in control of the assigning party, or (iii) a lender, as an assignment of collateral to secure credit extended to the assigning party.
- d. Choice of Law; Venue. This Agreement and the rights and obligations of the parties under this Agreement will be governed by and construed in accordance with the internal laws of the state of _____ without reference to conflict of laws provisions. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the city of _____. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 11(d). Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 11(d).
- e. Counterparts. This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile will be deemed an original signature for all purposes and will be binding on the signing party.
- f. Entire Agreement. This Agreement (together with each Event Authorization Form) constitutes the entire understanding between the parties concerning the subject matter hereof. In the event of an express conflict between any Event Authorization Form and this Agreement, the terms of the applicable Event Authorization Form will control. Each party acknowledges that it is not entering into this Agreement in reliance upon any term, condition, representation or

warranty not stated in this Agreement. This Agreement supersedes any and all other prior and contemporaneous agreements, whether oral or written, pertaining to the subject matter of this Agreement.

- g. Waiver and Amendment. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed by each of the parties. No failure to exercise or delay in the exercise of, a party's rights under this Agreement will constitute a waiver of such rights. No waiver of a provision of this Agreement will constitute a waiver of the same or any other provision of this Agreement other than as specifically set forth in such waiver.
- h. Severability. If any provision of this Agreement, or the application of such provision to any party or circumstance, is found by a court of competent jurisdiction to be unenforceable for any reason, such provision will be modified or severed from this Agreement to the extent necessary to make such provision enforceable against such party or in such circumstance, unless such modification or severance would render the remaining provisions of this Agreement inadequate to accomplish the basic purposes and intent of the parties. Neither the unenforceability of such provision nor the modification or severance of such provision will affect (i) the enforceability of any other provision of this Agreement or (ii) the enforceability of such provision against any party or in any circumstance other than those against or in which such provision is found to be unenforceable.
- i. Interpretation. No provision of this Agreement may be interpreted against any party because such party or its counsel drafted the provision. Headings used in this Agreement are provided for convenience only, and will not be interpreted to have independent meaning or to modify any provision of this Agreement.
- j. Remedies. The several rights and remedies of each party under this Agreement will be cumulative, and the exercise of one or more of those rights or remedies will not preclude the exercise of any other right or remedy under this Agreement at law or in equity. Notwithstanding anything to the contrary in this Agreement, neither party is entitled to recover any lost profits or incidental or consequential damages or loss of revenues, whether foreseeable or not, resulting from a breach or failure by the other party, and, except as expressly provided in this Agreement to the contrary, neither Fox nor Licensee will have any right against the other with respect to claims by a third party. This Section 11(j) will survive the termination or expiration of this Agreement.
- k. No Relationship. Nothing in this Agreement creates nor is intended to create any partnership or joint venture between any party. No party will be, or will hold itself out as, the agent of another party in connection with, or as a result of, this Agreement.

- l. Limitation on Liability. Notwithstanding anything to the contrary contained herein, no party shall, except with respect to any obligations which arise in connection with Sections 8 or 10 hereof, be liable for any indirect, consequential, incidental, punitive, or special damages, including but not limited to lost profits, even if any such party has been apprised of the likelihood of such damages occurring.
- m. Audit Rights. To ensure compliance with the terms of this Agreement, Fox shall have the right, at its own expense, to direct an independent certified public accounting firm to inspect and audit the accounting and sales books and records of Licensee which are directly relevant to the payments set out in this Agreement:

audit shall reveal an underpayment of the amounts due to Fox under this Agreement, those amounts will be promptly paid to Fox.

If any

IN WITNESS WHEREOF, the parties have caused this Master Pay-Per-View License Agreement to be duly executed as of the Effective Date.

FOX CABLE NETWORKS SERVICES, LLC ECHOSTAR SATELLITE L.L.C.

By: *Michael W. Biard*
Name: Michael W. Biard
Title: V.P., National Accounts

By: *Andy Knopf* (CK)
Name: Andy Knopf
Title: VP, VOD + PPV

Address for notices:

Fox Cable Networks Group
Building 103
10201 West Pico Boulevard
Los Angeles, California 90035
Attention: SVP, Affiliate Sales
Facsimile: 310-969-2620

Address for notices:

EchoStar Satellite L.L.C.
9601 S. Meridian Boulevard
Englewood, Colorado 80112
Attention: VP of PPV
Facsimile: 303-723-1520

With a copy to:

Fox Cable Networks Group
Building 103
10201 West Pico Boulevard
Los Angeles, California 90035
Attention: SVP, Business and Legal Affairs
Facsimile: 310-229-5678

Event Authorization Form

This Event Authorization Form sets forth the specific information pertaining to the Event identified below as required by the Master Pay-Per-View Event Agreement dated as of September 2, 2005 between Fox Cable Networks Services, LLC and EchoStar Satellite L.L.C. (the "Master Agreement"). By signing this Event Authorization Form, the parties acknowledge and agree to the terms set forth herein. Upon execution, this Event Authorization Form will be incorporated into and made a part of the Master Agreement. In the event of a conflict between this Event Authorization Form and the Master Agreement, the terms of the Master Agreement shall control. Capitalized terms used herein and not otherwise defined will have the meaning set forth in the Master Agreement.

1. **Description of Event:**
2. **Date and Time of Event Telecast:**
3. **Residential Subscriber Suggested Retail Price:**
4. **Commercial Subscriber Suggested Retail Price:**
5. **Additional Restrictions on Distribution:** The Event may only be distributed within the State of Florida.

ACKNOWLEDGED AND AGREED:

ECHOSTAR SATELLITE L.L.C.

By: [Signature]
Name: Gregory P. Austin
Title: VP, PPV & NPV
Date: 9/9/05

FOX CABLE NETWORKS SERVICES, LLC

By: [Signature]
Name: Michael W. Riard
Title: VP, National Accounts
Date: 9/9/05

FULLY EXECUTED

Amendment to Master Pay-Per-View Event License Agreement

This Amendment ("Amendment"), effective as of December 31, 2005, between Fox Cable Network Services, LLC ("Fox"), and EchoStar Satellite L.L.C. ("Licensee") amends that certain Master Pay-Per-View Event License Agreement dated as of September 2, 2005 between Fox and Licensee (as amended from time to time, the "Agreement"). Capitalized terms used in this Amendment but not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

Fox and Licensee, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, agree to amend the Agreement as follows:

1. Section 2 of the Agreement is deleted in its entirety and replaced with the following:

"TERM. The term ("Term") of this Agreement commences on the Effective Date and ends unless terminated in accordance with the terms of this Agreement."

Except as amended hereby, the Agreement remains unmodified and in full force and effect.

AGREED:

FOX CABLE NETWORK
SERVICES, LLC

Signature: _____

Name: _____

Title: _____

ECHOSTAR SATELLITE L.L.C.

Signature: _____

Name: _____

Title: _____



REDACTED
FOR PUBLIC INSPECTION

FOX NEWS CHANNEL AFFILIATION AGREEMENT

THIS AGREEMENT is made as of the 30th day of November, 1998 by and between FOX NEWS NETWORK, L.L.C., a Delaware limited liability company ("Network"), and ECHOSTAR SATELLITE CORPORATION, a Colorado corporation ("Affiliate").

FOR AND IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

(a) "Related Entity" shall mean, with respect to any person or entity, any person or entity controlling, controlled by or under common control with such person or entity.

(b) "Satellite" or "Affiliate's Satellite" shall mean, collectively, the satellite or satellites utilized by Affiliate and any additional or successor (including any temporary replacement) satellite utilized by Affiliate or any Related Entity of Affiliate for the transmission and distribution of television programming to subscribers; provided that any such satellite's transmission coverage area shall, at a minimum, include the entire Continental United States. Affiliate's satellites which currently meet the foregoing definition of "Satellite" are generally known as "Echostar I" and "Echostar II".

(c) "Service Subscribers" shall mean those Subscribers (including Residential and Commercial Subscribers) who receive Fox News from the System.

(d) "Subscriber" shall include any customer of Affiliate receiving any level of television service directly from the System, including each residence, office, hotel, motel, hospital room or commercial establishment; provided that Subscribers shall not include (i) any facility used primarily to monitor and control programs telecast on the System, and (ii) any illegal connection not authorized by the System. "Residential Subscriber" shall include any Subscriber receiving Fox News in a single family residence; and "Commercial Subscriber" shall include any Subscriber receiving Fox News at a commercial location, including but not limited to a hotel, motel, inn or similar place of accommodation, bar, tavern, restaurant or other similar establishment for eating, drinking or entertainment, school, dormitory, nursing home, hospital, prison or office or business location. Without limiting the scope or generality of the foregoing, each hotel or motel room, each hospital or patient room, and each private business office (based on 100% occupancy of each such room or office) authorized to receive Fox News shall be deemed a Commercial Subscriber. Commercial Subscribers may not include any public viewing area or location for which an admission fee is charged and this Agreement is not intended to grant any right to distribute to any such location. Affiliate may not distribute Fox News to any

hotel, motel, inn or similar place of accommodation unless Fox News is received by each guest room therein as well as all other television sets in such hotel and no special fee or charge is imposed by Affiliate or anyone else for the privilege of receiving or viewing Fox News.

(e) "System" or "Affiliate's System" shall mean any "direct-to-home" satellite distribution system owned, controlled, operated or managed by Affiliate or a Related Entity of Affiliate consisting of the Satellite and related facilities and operations authorized by the Federal Communications Commission ("FCC") to transmit video and other programming services for direct-to-home reception and Affiliate's equipment for receiving such services directly from the Satellite.

(f) "Territory" shall mean that area within the fifty (50) United States of America, its territories and possessions.

2. GRANT OF RIGHTS

(a) Network grants to Affiliate the non-exclusive right, license and obligation during the Term of this Agreement to distribute and exhibit the programming currently known as the "Fox News Channel" ("Fox News" or the "Service") to Affiliate's Subscribers solely by means of direct-to-home satellite transmission technology.

(b) In the exercise of its distribution rights hereunder, Affiliate shall have the right to receive the signal of the Service from Network, to digitize, compress or otherwise technologically manipulate the signal of the Service, and to transmit the signal as so altered to Affiliate's Satellite for redistribution to Subscribers; provided that Affiliate's exercise of its rights as set forth herein and any transmission, redistribution, reception or other use of the signal for the Service shall not result in a material change in a viewer's perception of the video or audio quality of the Service as compared with the quality of the Service's signal as delivered by Network.

(c) Without limiting the generality of any other provision hereof, Affiliate acknowledges that Fox Television and its affiliated and related entities, including, without limitation, the Fox Television Network and its affiliates or other authorized stations, have the right to excerpt from Fox News. Fox News may include appropriate programming material produced by and for the Fox Television Network, a Fox owned or affiliated station, or by other sources; provided, however, that Fox News as a whole maintains a separate identity in format and content.

(d) It is specifically agreed and understood that (i) Affiliate shall have no right to distribute the Service by any other technology or technologies other than by direct-to-home satellite transmission directly to subscribers and, accordingly, Affiliate shall have no rights to distribute or to "transport" the Service by or through any other video delivery system, including, without limitation, cable television, over-the-air broadcast television, SMATV, MDS, MMDS, video dialtone, or open video system; and (ii) that Affiliate shall have no right to subdistribute the Service (i.e., Affiliate shall not be permitted to sell the Service other than at retail directly to Subscribers). Network acknowledges and agrees that Affiliate shall be permitted to provide the

Service to its Subscribers in multiple dwelling units provided that such Subscribers are receiving Affiliate's programming via the System.

(e) The license granted herein is limited to the geographic boundaries of the Territory. Affiliate will not knowingly distribute, and will not exhibit or authorize any third party to distribute or exhibit the Service, in whole or in part, via any technology, to any location outside the geographic boundaries of the Territory. Affiliate shall use commercially reasonable efforts to ensure that each Service Subscriber shall be located within the Territory; Affiliate shall not knowingly authorize service to any such Service Subscribers located outside of the Territory and Affiliate shall use commercially reasonable efforts to prevent any such authorization.

(f) All rights not hereby granted to Affiliate are hereby reserved by Network.

3. TERM

4. CONTENT OF SERVICE

(a) The Service. Fox News shall be a twenty-four (24) hour per day television programming service consisting primarily of national and international news. Segments of Fox News may include news features, news talk (i.e., news talk or interviews featuring discussion of news or issues of the type normally covered on network news shows), and news-related programming, including, without limitation, consumer and business news, sports news, children's news, weather and entertainment news. Network shall have complete control, in its sole discretion, of the programming and content of Fox News as well as its commercial time;

(b) Local Commercial Time. Network shall make available to Affiliate three (3)

minutes of local commercial advertising time in each programming hour for which there are any commercial announcements, to be used at Affiliate's option. The positions of such commercial advertising time to Affiliate shall be as specifically designated by Network at its sole discretion.

Network will signal Affiliate's commercial advertising time by a hidden cue tone. Affiliate shall have the right to retain for itself all of the proceeds derived from the sale of commercial announcement time furnished to it hereunder. Affiliate shall not use its commercial time to cross-promote any or advertise any network that is primarily a news channel (including sports, financial, entertainment, regional, local or children's news) not affiliated with Network or any news or news-related programming. Affiliate's use of such commercial advertising time is subject to its compliance with the standards and policies of Network disclosed in writing in advance to Affiliate; provided that in the event Network does not provide such advance notice to Affiliate, Affiliate shall use commercially reasonable efforts to discontinue such prohibited commercial announcements after receiving such written notice from Network; provided, further, that in no event shall Affiliate include any advertisements containing "900" or "976" solicitations (in which the caller is charged for the call by the soliciting party) or advertisements which are for x-rated services such as escort services (nothing contained herein shall restrict Affiliate from cross-promoting other programming services provided that any such spots inserted in the Service do not contain explicit adult material), deal with any form of gambling or advertise hard liquor.

(c) Affiliate shall not sell the Service nor any programming contained therein, in whole or in part, for sponsorship without the express prior written consent of Network.

5. DELIVERY AND DISTRIBUTION.

(a) Delivery of the Service. Network shall deliver Fox News by means of a domestic communications satellite, which satellite is commonly used for cable television transmissions and which satellite may be changed from time to time by Network. Affiliate shall, at its own expense, cause Fox News to be received from Network's designated satellite at Affiliate's downlink facility and Affiliate shall re-uplink and distribute Fox News to Service Subscribers in the sequence and manner transmitted by Network and in its entirety, without addition, deletion, alteration, editing, or amendment, including, without limitation, all advertising and promotional material, copyright notices, credits and billings, except for local commercial time provided to Affiliate as set forth in Section 4(b) above. Affiliate shall acquire, install and operate all decryption devices necessary to receive and distribute the Fox News signal. Except as specifically provided herein, Affiliate shall not distribute or retransmit any portion of Fox News without the prior written authorization of Network.

(b) Full-Time Distribution. Affiliate agrees that it shall have no right during the Term of this Agreement to delete the Service from the System once the Service has been

launched on the Satellite. Notwithstanding anything contained in the foregoing to the contrary, Network acknowledges that Affiliate is entitled to certain rights to terminate this Agreement as set forth in Section 12 below. Affiliate further agrees that it shall only carry the Service on a full-time basis (twenty-four (24) hours per day, seven (7) days per week) and it shall have no right during the Term of this Agreement to downgrade the Service from full-time to part-time carriage. Affiliate agrees that it shall distribute the Service only on a simultaneous carriage basis (i.e., Affiliate shall retransmit the Service at the same time as transmitted by Network). Affiliate agrees that it shall have no right to distribute all or any portion of the programming contained in the Service on an interactive, time-delayed, video-on-demand or similar basis.

(c)

(d) Navigation System.

(e) Affiliate Obligations. Affiliate shall (i) operate and maintain the System and other facilities in good working order and in compliance with all applicable local, state and federal laws; and (ii) assign a full-time twenty-four (24) hour channel dedicated to Fox News and used solely for the delivery and reception of Fox News.

(f) Change in Network Satellite. Network shall provide written notice to Affiliate of any planned permanent change in satellite not less than ninety (90) days prior to the change, if practicable. If Affiliate would reasonably be required to incur expenses for additional satellite receiving equipment as a direct result of a change to a satellite not commonly utilized by other domestic cable programming services, Network shall reimburse Affiliate's expense for such equipment (provided that Network shall only be required to reimburse a proportionate amount of such expense, based on the number of other program services transmitted to the same satellite receiving equipment utilized by the System). For purposes hereof, a "commonly used satellite" shall mean (i) Galaxy 7, or (ii) a satellite from which cable television system headends representing no less than sixty percent (60%) of cable television households in the United States are receiving programming services. If a temporary change in delivery satellite is required,

Network and Affiliate shall each use their respective reasonable efforts (including the earliest practicable notice by Network to Affiliate of such event) to avoid any interruption of or disruption in delivery of Fox News to Service Subscribers.

(g) Vertical Blanking Interval. Network reserves and retains all rights in and to all signal distribution capacity contained within the bandwidth of Fox News, audio subcarriers, including without limitation, the vertical blanking interval ("VBI") from its transmission point to the downlink facilities of the System; provided, however, that Network shall have the right to use, and Affiliate shall pass through to all Service Subscribers, all portions of the Fox News signal that are related to or enhance Fox News programming, but only to the extent that such use is not separately revenue producing (*i.e.*, Network does not charge a fee for such use). Except as provided in the preceding sentence, Affiliate shall retain all rights to the channel capacity used for its delivery of Fox News to Service Subscribers from the Satellite; provided, however, that any such use by Affiliate shall not degrade, or otherwise interfere with, the quality of the Fox News signal as received by the Service Subscribers, either technically or perceptually. Affiliate's distribution of material contained in the Service's VBI and audio subcarriers shall be subject to Network's approval, which approval shall not be unreasonably withheld. It is specifically understood and agreed that any use of compression or other technology by Network resulting in its less than total use of the Service's VBI and audio subcarriers or less than total use of any of its bandwidth or transponder space shall not, in any way, constitute an abandonment or other assignment or transfer of such. In such event, Network specifically retains total control over all of the Service's VBI, audio subcarriers, bandwidth and transponder space (with respect to transmission from Network's satellite) as if no such compression or other alternate technology were used.

(h) Signal Quality. Affiliate shall use its best efforts to maintain and transmit a video and audio signal of Fox News which is a high technical quality and which at a minimum meets the specifications, if any, of the Federal Communications Commission; provided that, in any event, Affiliate shall comply with the signal quality obligations set forth in Section 2(b) above.

(i) Unauthorized Use. Affiliate shall not itself and shall not authorize others to, copy, tape or otherwise reproduce any part of Fox News without Network's prior written authorization and shall take reasonable and practical security measures to prevent the unauthorized or otherwise unlawful copying or taping by others. Subject to existing law, Network acknowledges that this paragraph does not restrict Affiliate's practice of connecting its Subscribers' videotape recorders for non-commercial duplication of video programming. Affiliate shall at all times during the Term use its commercially reasonable best efforts to protect the security of the System and the encoding/decoding of the Service.

6. SERVICE FEES: REPORTING REQUIREMENTS.

(a) Monthly Fees for Residential Subscribers. In consideration of the terms and conditions set forth herein, for each calendar month during the Term, Affiliate shall pay Network